

## **EXHIBIT 31**

144

Name: CHEN SHENG LI

Acct #: XXXXXXXXXX

Rep #: 5608

Notes:

Date: 09/10/2015

OK

Physical Certificate Approval To: DTC

Cert #: 85 Share Quantity: 3,897,621 Cert Date: 08/31/2015

Issuer: IMAGE BIOTHERAPEUTICS CORP. Symbol: IMMG.OTCB

CUSIP: 45250J100

Initial Review Stamp Only

mwilde  
9/10/2015, 11:48 AM  
Admin Review Completed  
Notes:

Final Review Stamp Only

russjones  
9/14/2015, 11:21 AM  
Final Review Completed

Processed Stamp Only

bviglione  
9/14/2015, 11:26 AM  
Processed

Completed Stamp Only

AFulton  
9/14/2015, 2:00 PM  
Completed

☒ Indemnification Letter☒ Deposited Securities Request Form☒ Attorney's Opinion Letter W. SCOTT LAWLER☒ Registered and Current (Market Tier)☐ Form 10- ☐ XBRL☐ Form 10- ☐ XBRL☐ Form 10- ☐ XBRL☐ Form 10- ☐ XBRL

Transfer Agent Email Verifying:

Price Per Share: \$ .051

Approximate Value: \$ 198,778.67

Cost Basis: \$14,564.40

Date Acquired: 03/31/2015

RESET



### Deposited OTC Securities Agreement

NAME OF SHAREHOLDER/CUSTOMER: <b>Chen Sheng Li</b>	ACCOUNT NUMBER: <b>[REDACTED]</b>
NAME OF ISSUER: <b>Immagine Biotherapeutics Corp</b>	ISSUE DATE: <b>8/31/15</b>
TICKER SYMBOL: <b>IMMG</b>	CUSIP NUMBER: <b>46250J100</b>
CERTIFICATE NUMBER: <b>85</b>	NUMBER OF SHARES: <b>3,897,621</b>

This Deposited OTC Securities Agreement is made and entered into effective as of the date signed below by and between Alpine Securities Corporation, a Utah corporation ("Alpine"), and \_\_\_\_\_ ("Correspondent").

**Primary Capital LLC**

Correspondent acknowledges and agrees that it has assumed responsibility for verifying the legality and validity of any certificate deposited with Alpine pursuant to the terms of the Fully Disclosed Clearing Agreement between Alpine and Correspondent and further acknowledges that the above referenced securities (the "Securities") have not been approved or disapproved by Alpine for resale.

Correspondent represents to Alpine that it has performed the necessary due diligence investigation with respect to the Securities, including the inquiry and investigation described in Notice to Members 09-05 of the Financial Industry Regulatory Authority ("FINRA"), and has determined that any resale of the Securities will comply with applicable U.S. federal and state securities laws and regulations and the rules and regulations of FINRA. Correspondent further acknowledges that Alpine is relying on such representations in accepting the Securities for deposit.

In Witness Whereof, this Deposited OTC Securities Agreement has been executed as of the latest dated signature below.

CORRESPONDENT

By: \_\_\_\_\_

Name: **Solomon Lammara**

Title: **CFO**

Date: **9/2/2015**

ALPINE

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Deposited Securities Representation Form

Indicate Type: <input checked="" type="checkbox"/> Physical Certificate Deposit   <input type="checkbox"/> FIMAC Transfer from Issuer   <input type="checkbox"/> Other Transfer:	
Security Owner's Name: Chen Sheng Li	Account #: [REDACTED]
<b>Security Description:</b>	
Issuer Name: Innogy Biotherapeutics Corp.	Cusip: INNG3
# of Shares: 3,897,621	Date Issued: 31st day of August, 2013
Cert. No.(s): 25	Market Value: \$150,000
<b>Security Owner Questions:</b>	
1. Security Deposit Reason (e.g., safekeeping/transfer):	Resale
2. Date you acquired the security:	31st day of March, 2015
3. Amount paid for the stock/cost basis (if shares received for services, state value of services; if debt, state amount of debt converted):	\$14,564.40
4. Form of payment (if shares were issued for services or debt refer to Addendum A and B, respectively. These forms may not be required by your firm, please contact your broker for instructions):	Cash by wire transfer
5. Name of person/entity from whom you acquired the security:	Emilie de Albertus, Katherine A. Jacquelin
6. If you acquired from a third party, how did the person who sold you the stock acquire it? (please write "Not Applicable" if acquired directly from issuer):	S-1/A effective Aug 1, 2013
7. Was that person an officer, director, or greater than 10% shareholder, of the issuer at the time of acquisition or during the preceding 90 days?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> Not applicable
8. Are you claiming a resale exemption? If so, which exemption? (e.g. Rule 144, Rule 144i, d(1)(i)):	No
9. Was the Security covered by a registration statement when acquired? If yes, state effective date and type of registration statement:	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (Type and Filing Date: S-1/A effective Aug 1, 2013)
10. Are you currently, or have you ever been, an executive officer or director of the issuer? If yes, state position:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Position: )
11. Are you currently, or have you ever been, employed by the issuer? If yes, state position:	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Position: )
12. Number of shares owned (include the amount of this deposit, any shares held at another brokerage firm, or any other location in which you have any beneficial ownership):	Amount: 3,897,621
13. Number of shares owned by anyone living in the same household:	Amount: 0
14. Have you or anyone affiliated or related to you sold any shares of the same class as securities in the last three months?	Amount: No
15. Do you intend to sell additional securities of the same class through any other means?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Explain: )
16. Have you made any payment, directly or indirectly, to any other person in connection with the proposed sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Explain: )
17. Have you solicited or made arrangement for the solicitation of buy orders in connection with this sale?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Explain: )

## Office Use Only

Shares Outstanding:	100,201,845	OTC Market
Current Public Float:		
Avg. Volume & Source of Avg. Volume:		
Misc. Notes:		

Deposited Securities/Representation Form | 2 of 7

## Security Depositor Agreement

By signing below and submitting the Deposited Securities/Representation Form (the **Questionnaire**) along with the Security Depositor Agreement (the **Agreement**) to Alpine Securities Corporation (Alpine), the security owner and/or account holder (the **Security Depositor**) depositing the above listed security (the **Security**) acknowledges and agrees to each of the following:

1. **Updates:** The Security Depositor agrees to keep the foregoing Questionnaire information up to date and current with Alpine as long as the Security Shares are kept in an account insured by Alpine.
2. **Indemnification:** The Security Depositor agrees to indemnify and hold Alpine harmless, from and against any and all public and private claims, regulatory actions, damages, liabilities, costs, and expenses which Alpine incurs as a result of or in connection with any monetary, any misleading statement, or any violation in the Depositor's responses to the Questionnaire, including paying any and all of Alpine's attorney fees and costs related thereto. As part of this indemnification, the Depositor agrees to pay, on a monthly basis or as requested by Alpine's attorneys, all of Alpine's attorney fees that are related to either the Security, the Questionnaire or the Depositor, or to any combination of the three.
3. **Clearing Firm:** The Security Depositor acknowledges that if his/her/its broker is not an Alpine broker then in accepting the Security, Alpine is acting merely as a clearing firm and performs only ministerial duties with regard to the above Security. These duties may involve receipt and delivery of funds, execution and transmission of instructions, maintenance of records, and collection of fees. As a clearing firm, Alpine is not acting as an adviser or fiduciary to the introducing broker's client, does not accept or execute orders, and does not assert any material control over the introducing broker's business. The Security Depositor acknowledges that his/her/its broker is responsible for performing the necessary due diligence investigation with respect to the Securities, including the filing and investigation described in Notice to Members 09-05 of the Financial Industry Regulatory Authority ("FINRA"), and for determining that any resale of the Securities will comply with applicable U.S. federal and state securities laws and regulations and the rules and regulations of FINRA.
4. **Cooperation with Information Requests:** The Security Depositor agrees to cooperate with any internal or external audit or regulatory inquiry relating to either the Questionnaire, the Security, or both by providing any information or documentation reasonably requested by Alpine to support the information provided in the Questionnaire and to accurately state if the Security complies with the Securities Laws (as defined below).
5. **Market Fluctuations:** Alpine is not responsible for any fluctuations in the market price of the Security during the clearing period, including any time after the Security Depositor submits the Security, submits the Questionnaire, or signs the Agreement. The Security Depositor acknowledges that the clearing process might take a substantial amount of time and agrees to hold Alpine harmless for, and waive any and all claims relating to, any loss in market value of the Security that occurs during the clearing period.
6. **Physical Certificates:** The Security Depositor agrees that in the event of an account transfer to an outside firm any stock deposits sent to Alpine in physical form will be returned to the address or record on the account in physical form. Substantiating stock in physical form may incur substantial fees; these fees are the responsibility of the Security Depositor. Alpine will not return the stock until all of these fees are paid. The Security Depositor acknowledges that the process of returning physical certificates might take a substantial amount of time and agrees to hold Alpine harmless for, and waive any and all claims relating to, any loss in market value of the Security that occurs during this period. If Security Depositor has a pre-existing written agreement as to account transfers and physical certificates with their brokerage firm, that agreement may supersede this provision.
7. **Non-DTC Eligible Securities:** Due to their illiquid nature and high-risk nature, Alpine has a unique policy for non-DTC eligible securities. First, Alpine charges \$1,000 per deposit of non-DTC eligible securities. Second, Alpine charges the customer all transfer, delivery, or other fees that are required to settle trades. Third, Alpine will not reimburse any proceeds from the sale of non-DTC eligible securities until thirty (30) days after the trade settlement day. Fourth, if, for any reason, Alpine fails to deliver and the buyer's firm initiates a buy-in or buy-out procedure, Alpine will pass on any resulting loss to the account holder. If you have any questions, please discuss them with your broker and ensure you thoroughly understand this policy before you send Alpine any certificates or submit any deposits of non-DTC eligible securities.
8. **Adherence to the Securities Laws:** The acceptance of any deposit of the Security or related securities is expressly subject to the Security Depositor's strict adherence to all applicable securities laws (the **Securities Laws**), including, but not limited to:
  - a. **Selling Unregistered Securities:** Federal securities law makes it unlawful for any person to make use of any means or instrument of interstate commerce or of the mails to sell a security which has not been registered, or to deliver through the mail a security which has not been registered. Accordingly, unless a person or entity can apply for an exemption to its sales of securities, all securities sold are required to be registered pursuant to Section 5 of the Securities Act of 1933 (the **1933 Act**).
  - b. **Securities Fraud:** Federal securities law makes it unlawful for any person to offer or sell any securities by the use of any means of interstate communication or transportation, including the mails, in order to employ a scheme to defraud, to obtain money by creating material information, or to engage in a course of business that would operate as a fraud on the purchaser.
  - c. **Insider Trading:** Federal securities law prohibits insider trading, which generally refers to buying or selling a security, in breach of a duty or other relationship of trust and confidence, while in possession of material, nonpublic information about the security.

Alpine Securities Corporation | Member of FINRA &amp; SIPC




Deposited Securities Registration Form | 3 of 3

Insider trading violations may also include "leaking" such information, security trading by the person "leaked," and securities trading by those who misappropriate such information.

- Market Manipulation:** Market manipulation occurs when a deliberate attempt is made to interfere with the free and fair operation of the market and create artificial price or misleading appearance with respect to the price of or market for a security, commodity or currency. Market manipulation is prohibited under federal securities laws and
- Anti-Money Laundering:** The Bank Secrecy Act (BSA), and its implementing regulations, is a tool the U.S. Government uses to fight drug trafficking, money laundering, and other crimes. Congress enacted the BSA to prevent banks and other financial service providers from being used as intermediaries for, or to hide the transfer or deposit of money derived from, criminal activity. Federal law makes money laundering a criminal act. Money laundering is the criminal practice of filtering all gotten gains or "dirty" money through a maze or series of transactions, so the funds are "cleaned" to look like proceeds from legal activities.
- Acting in concert:** Security Depositor certifies that he is not engaged in any joint, concerted, parallel, orchestrated, or coordinated action with any other person toward a common goal regarding the securities, whether by agreement or informal arrangement or understanding, including:
- Security Depositor's proposed sale of Securities is not being coordinated with possible sales by any other person.
  - Security Depositor is not paying or sharing, directly or indirectly, any of the proceeds from the sale of the Securities with the issuer or the person from whom the Security Depositor acquired the Securities.
  - Security Depositor has not coordinated and will not coordinate with others the sale of the Securities or options, warrants, convertible notes, or similar securities convertible into stock of the same class.
  - Security Depositor has not communicated and will not communicate with Alpina about the timing, price, or number of shares of the issuer to be sold or purchased by others.
  - Security Depositor will not receive or rely on order execution suggestions, instructions, or similar advice from any other person in connection with the sale of the Securities.
  - Neither the Security Depositor nor any other person is keeping confidential records of the sale of the Securities (or) its proceeds that do not go to the Customer and any other person.

Alpina, the Security Depositor represents and warrants that the information provided in this Questionnaire is true and correct, and acknowledges that Alpina will rely on the above information in determining whether to accept requests for the deposit of the security. In the Security Depositor is aware of or does not understand any items discussed either in the Questionnaire or in the Agreement, the Security Depositor should seek the advice of independent counsel. In order for Alpina to accept any deposit of any security, the Security Depositor agrees to all of the above terms of this Agreement.

The Security Depositor hereby certifies, under penalty of perjury, that the foregoing is accurate and complete in all material respects.

  
Signature of the Security Depositor or of Authorized Person if Owner is an Entity

CHEN SHENG LI

Print the Security Depositor's Name, or Name & Title if Owner is an Entity

09/01/2015

Date

**Registered Representative Approval:**

The undersigned Registered Representative has carefully reviewed the Questionnaire, this Agreement, and the appropriate supporting documents, and represents to Alpina that to the Registered Representative's best knowledge the information is true and correct and is made in compliance with applicable federal and state law with the laws and regulations.

  
Registered Representative Signature

Jiaany Sang  
Print Registered Representative Name

9/2/15  
Date

**Principal Approval:**

The undersigned Registered Principal has reviewed the Questionnaire and represents to Alpina that to the Registered Principal's knowledge the information and attached documentation are being provided in compliance with firm policy.

  
Principal Signature

John Tamaro  
Print Registered Principal Name

9/2/15  
Date

Certificate No. <div style="border: 1px solid black; padding: 5px; display: inline-block; font-size: 1.2em;">85</div>	Issued Pursuant to Action <div style="border: 1px solid black; padding: 5px; display: inline-block; font-size: 1.2em;">23807601</div>	
<h1 style="margin: 0;">IMAGE BIOTHERAPEUTICS CORP.</h1> <p style="margin: 5px 0;">COMMON</p> <p style="margin: 5px 0;">200,000,000 SHARES AUTHORIZED</p> <p style="margin: 5px 0;">PAR VALUE \$0.001 PER SHARE</p>		
This certifies _____ **SHENG LI CHEN**	shares of Common Stock of <b>IMAGE BIOTHERAPEUTICS CORP.</b> transferable only on the share register of the corporation to person or by duly authorized the certificate properly endorsed or assigned. This certificate and the shares represented hereby are issued and shall be held subject of Incorporation and the By-laws of the corporation and any amendments thereto. WITNESS the signature of its duly authorized <u>31st</u> day of <u>AUGUST</u> AD. <u>2015</u>	



# BOOTH UDALL FULLER

INTELLECTUAL PROPERTY LAW

W. Scott Lawner  
Corporate/Securities Attorney  
WSL@BoothUdall.com

August 31, 2013

Email: [isung@primaryllc.com](mailto:isung@primaryllc.com)

## Primary Capital LLC.

Attn: Jim Sung  
90 Broad Street, Suite 903  
New York, NY 10004

Re: *Image Biotherapeutics Corp. (previously Epicure Charcoal, Inc.) – Legal Opinion*

Dear Mr. Sung:

I have been asked to render this opinion in connection with the proposed sale of 3,897,621 shares of common stock (the "Stock") of **Image Biotherapeutics Corp.** (previously Epicure Charcoal, Inc.) a Nevada corporation (the "Issuer"), held by Sheng Li Chen (the "Holder") and represented by stock certificate numbered 85, which I understand has been forwarded to your office for deposit into Ms. Chen's account with Primary Capital LLC.

The Holder acquired the Stock from four (4) previous holders (identified below), each of whom purchased the Stock directly from the Issuer on or about, August 24, 2013, pursuant to an effective Registration Statement filed by the Issuer on Form S-1/A, file number 333-185368, effective date August 1, 2013. Neither the Holder or the previous holders are or have been affiliates of the Issuer within the last ninety (90) days. The previous holders of the Stock are:

Esmeranda Esterhuizen – 4,145 shares  
Francis Anbertus Gatto – 3,300 shares  
Katherina Cecilia Jacoba Gernishuizen – 3,316 shares  
Lorraine Jacqueline Goetsch – 3,316 shares

Ms. Chen acquired all of the shares identified above which were subject to a 273:1 forward stock split which comprise the 3,897,621 shares currently owned by Ms. Chen. Each of the four (4) shareholders sold 100% of all the shares they owned, to Ms. Chen, who was the only buyer of their shares.

1255 W. Rio Salado Pkwy., Ste. 215  
Tempe, AZ 85281  
P: 480.830.2700

Booth Udall Fuller, PLC  
[www.BoothUdall.com](http://www.BoothUdall.com)

3000 South 31<sup>st</sup> Street, Ste. 300  
Tempe, TX 76502  
P: 254.870.5606



Primary Capital LLC  
Sheng Li Chen/IVMG  
Page 2 of 2



Based on the foregoing, I am of the opinion that the stock transactions by which the Stock was issued to the Holder was validly registered pursuant to the Securities Act of 1933 (the "Act").

I have assumed that:

- (i) All signatures are genuine, and all documents submitted to me as copies conform substantially to the originals; and
- (ii) The Holder is an individual residing in China.

Based on the foregoing, I am of the opinion that the Holder is able to freely sell the Stock.

This opinion is rendered solely for your benefit in connection with the transactions regarding the Stock and may not be relied upon by you for any other purpose, or be furnished to, used, circulated, quoted or relied upon by any other person for any purpose whatsoever, without my prior written consent.

This opinion expresses no further opinion regarding any restriction that may be imposed by any securities laws upon the resale of the Stock in the United States. Moreover, this opinion expresses no further opinion regarding any law other than the federal securities laws of the United States.

Sincerely,

A handwritten signature in dark ink, appearing to read "W. Scott Lawler".

W. Scott Lawler, Esq.

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made as of the 31<sup>st</sup> day of March, 2015 by and between **Chen Shengli**, an individual residing in the Province of Guangdong, China ("Purchaser") and **Esterhuizen Esmeralda, Gatto Francis Albertus, Germishuizen Katherine and Goetsch Lorraine Jacqueline**, each an individual residing in South Africa (collectively, the "Sellers").

### RECITALS

WHEREAS, the Sellers collectively own and wish to sell 3,897,621 free-trading shares of common stock ("Shares") of EPICURE CHARCOAL, INC, a Nevada corporation (the "Company"); and

WHEREAS, the Sellers propose to sell the Shares to the Purchaser on the terms set forth herein and Purchaser wishes to purchase the Shares from the Seller on the terms set forth herein.

IN CONSIDERATION of the promises, representations, warranties and covenants contained herein and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. PURCHASE AND SALE AND CLOSING

1.1 **Sale:** (a) Subject to the terms and conditions of this Agreement, the Sellers agree to sell the Shares to the Purchaser, and the Purchaser agrees to purchase the Shares for **Fourteen Thousand Five hundred Sixty-Four dollars and Forty Cents (\$14,564.40)** (the "Purchase Price").

(b) The Purchase Price shall be placed into escrow with Booth Udall Fuller, PLLC, who is serving as Escrow Agent. The account wire transfer instructions for the Purchase Price are as follows:

Wire Instructions:

JP Morgan Chase, N.A.  
1 Chase Manhattan Plaza  
New York, NY 10005

Federal Wire ABA/Routing 021000021  
ACH Routing number: 122100024  
Swift: CHASUS33  
Account number: [REDACTED]  
Account Name: Booth Udall Fuller PLLC

1.2 Conditions to Closing. It is agreed that all of the funds consisting of the Purchase Price shall remain in the Escrow Account until (a) all of the conditions of the Escrow Agreement have been met; and (b) the Sellers have delivered to the Escrow Agent all share certificates representing the Shares, each with a duly executed power of attorney and medallion signature guarantee or other form of signature guarantee that shall be acceptable to the Company's transfer agent to effect the transfer of the Shares.

1.3 Closing; Release of Purchase Price and the Securities.

(a) Upon full performance and satisfaction of all of the conditions set forth in Section 1.2 above in the Escrow Agent, the sale of the Shares shall take place at the offices of the Escrow Agent (the "Closing").

(b) At the Closing, the Escrow Agent shall release the Shares to the Purchaser and/or its assigns and release the Purchase Price to the Sellers.

## 2. REPRESENTATIONS AND WARRANTIES OF THE SELLER

2.1 The Sellers warrant, covenant, and represent to the Purchaser with the intention of inducing the Purchaser to enter into this Agreement that:

(a) Immediately prior to and at the Closing, each Seller has legal right and authority to sell the Shares to the Purchaser and on the Closing Date and each Seller shall transfer the Shares to the Purchaser free and clear of all liens, restrictions, covenants or adverse claims of any kind of character.

(b) Each Seller has the legal power and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by each Seller hereunder and to consummate the transactions contemplated hereby and the Escrow Agreement has been validly executed by each Seller or someone authorized to sign on their behalf.

(c) None of the Seller, during the past ninety (90) days, has been a ten percent (10%) or greater shareholder or an "affiliate" of the Company, as that term is defined in Rule 144 promulgated under the United States Securities Act 1933, as amended (the "Securities Act").

(d) To the best of the knowledge, information and belief of each Seller there are no circumstances that may result in any material adverse effect to the Company or the value of the Shares that are now in existence or may hereafter arise.

(e) Each Seller acquired the shares from the Corporation pursuant to an effective Form S-1 registration statement.

(f) The Seller agrees to execute and deliver such other documents and to perform such other acts as shall be necessary to effectuate the purposes of this Agreement.

**3 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

3.1 The Purchaser represents and warrants to the Sellers that the Purchaser:

- (a) Has the legal power and authority to execute and deliver this Agreement and to consummate the transactions hereby contemplated; and
- (b) Has the necessary financial and business experience to make an informed decision to purchase the shares, including access to all the company's information and business operations;
- (c) Is acquiring the Shares as principal for the Purchaser's own account, for investment purposes only, and no other person has a direct or indirect beneficial interest in the Purchased Shares.

**4 MISCELLANEOUS**

- 4.1 The parties hereto acknowledge that they have obtained independent legal advice with respect to this Agreement and acknowledge that they have fully understand the provisions of this Agreement.
- 4.2 Unless otherwise provided, all dollar amounts referred to in this Agreement are in United States Dollars.
- 4.3 There are no representations, warranties, collateral agreements, or conditions concerning the subject matter of this Agreement except as herein specified.
- 4.4 This Agreement will be governed by and construed in accordance with the laws of the State of Nevada. The parties hereby attorney to the jurisdiction of the courts located in Clark County, Nevada with respect to any legal proceedings arising from this Agreement.
- 4.5 The representations and warranties of the parties contained in this Agreement shall survive the closing of the purchase and sale of the Purchased Shares and shall continue in full force and effect for a period of one year.
- 4.6 This Agreement may be executed in several counter parts, each of which will be deemed to be an original and all of which together constitute one and the same instrument.
- 4.7 Delivery of an executed copy of this Agreement by electronic, facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of the Agreement as of the date set on page one of this Agreement.

Each of the parties hereto has executed this Agreement to be effective as of the last date recorded below.

**PURCHASER**

陈 圣利 30th MARCH 2015  
Chen Shengli Date

**SELLERS**

\_\_\_\_\_  
Esterhuizen Esmeralda Date

\_\_\_\_\_  
Gaito Francis Albertus Date

\_\_\_\_\_  
Germishuizen Katherine Date

\_\_\_\_\_  
Goetsch Lorraine Jacqueline Date

This agreement may be executed in counterparts.



Each of the parties hereto has executed this Agreement to be effective as of the last date recorded below.

**PURCHASER**

Chen Shengli

Date

**SELLERS**

  
Esterhuizen Esterhilda

  
Date

Gunn Francis Albertus

Date

Gennikouzen Katharina

Date

Goetsch Lorraine Jacqueline

Date

This agreement may be executed in counterparts.

Each of the parties herein has executed this Agreement to be effective as of the last date recorded below.

**PURCHASER**

Yuen Shengli \_\_\_\_\_ Date \_\_\_\_\_

**SELLERS**

Esther Elena Pimentida \_\_\_\_\_ Date \_\_\_\_\_

*PA GARCIA* \_\_\_\_\_ *27 March 2015*  
Glad Francis Albernas \_\_\_\_\_ Date \_\_\_\_\_

Germishaw/en Katherine \_\_\_\_\_ Date \_\_\_\_\_

Goetsch Lorraine Jacqueline \_\_\_\_\_ Date \_\_\_\_\_

This agreement may be executed in counterparts.

+

Each of the parties hereto has executed this Agreement to be effective as of the last date recorded below.

**PURCHASER**

Chen Shengli \_\_\_\_\_ Date \_\_\_\_\_

**SELLERS**

Bosterhoizen Esmeralda \_\_\_\_\_ Date \_\_\_\_\_

Gaioh Dennis Alberto \_\_\_\_\_ Date \_\_\_\_\_

K-G Germishuizen 30 March 2015  
Germishuizen Katherine \_\_\_\_\_ Date \_\_\_\_\_

Gaioch Lorraine Jacqueline \_\_\_\_\_ Date \_\_\_\_\_

This agreement may be executed in counterparts.

Each of the parties herein has executed this Agreement to be effective as of the last date recorded below.

**PURCHASER**

Chen Shengli Date

**SELLERS**

Esteban Lorenzuela Date

Guia Francis Albertus Date

Hermisulzen Katherine Date

  
Goetsch Lorraine Jacqueline Date

This agreement may be executed in counterparts.

## SUBSCRIPTION AGREEMENT

EPICURE CHARCOAL, INC.  
112 North Curry Street  
Carson City, Nevada, 89701

### A. Instructions

Each person considering subscribing for the Shares should review the following instructions:

**Subscription Agreement:** Please complete, execute and deliver to the Company the enclosed copy of the Subscription Agreement. The Company will review the materials and, if the subscription is accepted, the Company will execute the Subscription Agreement and return one copy of the materials to you for your records.

The Company shall have the right to accept or reject any subscription, in whole or in part.

An acknowledgment of the acceptance of your subscription will be returned to you promptly after acceptance.

**Closing:** Payment for the amount of the Shares subscribed for shall be made at the time of delivery of the properly executed Subscription Agreement, or such date as the Company shall specify by written notice to subscribers (unless such period is extended in the sole discretion of the President of the Company), of a check or wire transfer of immediately available funds to the Company at the address set forth below or an account specified by the Company. The closing of the transactions contemplated hereby (the "Closing") will be held on 90 days from 07-31-2017 or such earlier date specified in such notice unless the closing date is extended in the sole discretion of the President of the Company by up to an additional 90 days. There is no minimum aggregate amount of Shares which must be sold as a condition precedent to the Closing, and the Company may provide for one or more Closings while continuing to offer the Shares that constitute the unpaid portion of the Offering.

### B. Documentation

All documents and check should be forwarded to:

EPICURE CHARCOAL, INC.  
112 North Curry Street  
Carson City, Nevada, 89701

THE PURCHASE OF SHARES OF COMPANY, INC. INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

EVERY POTENTIAL INVESTOR PRIOR TO ANY INVESTMENT OR PURCHASE OF COMPANYNAME, INC.'S SHARES SHOULD READ THE PROSPECTUS RELATING TO THIS OFFERING.

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## SUBSCRIPTION AGREEMENT SIGNATURE PAGE

The undersigned (the "Subscriber") hereby irrevocably subscribes for that number of Shares set forth below, upon and subject to the terms and conditions set forth in the Corporation's Effective Final Prospectus filed on Form S-1 and dated on or around 07-01-2013.

Total Number of Shares to be Acquired 3016

Amount to be Paid (price of \$4.64 per Share) \$139.63

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this 28 of AUGUST, 2013.

NAME (PRINT) as it should appear in the Certificate: KATHERINA CACILIA JACOB  
GREENGLITZEN

ADDRESS

If Joint Ownership, check one (all parties must sign above):

- ☐ Joint Tenants with Right of Survivorship  
☐ Tenants in Common  
☐ Community Property

If Fiduciary or a Business or an Organization, check one:

- ☐ Trust  
☐ Estate  
☐ Power of Attorney

Name and Type of Business Organization:

IDENTIFICATION AUTHENTICATION REQUIRED:

Signer is to try (circle one): Social Security - Passport - Drivers License - Tax

☒ Other

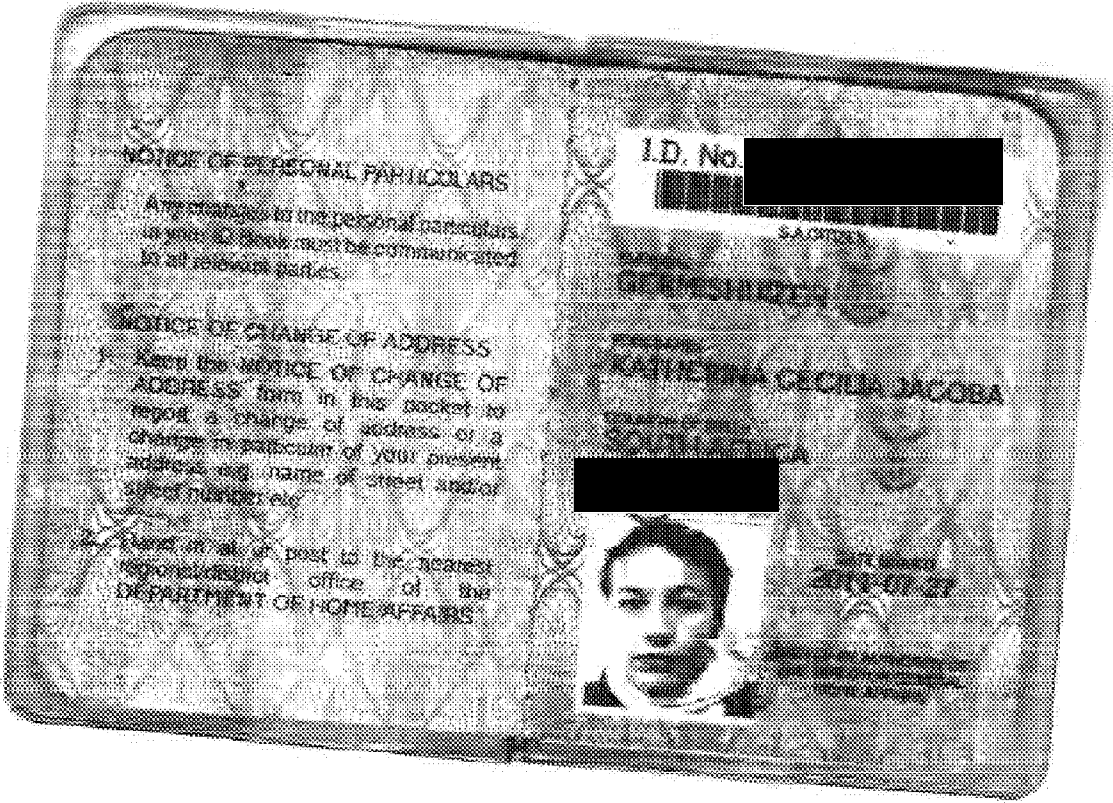
SIGNATURE KCJ Green Glitzen

ACCEPTANCE OF WITNESSES:

The foregoing Subscription is hereby accepted for and on behalf of LPRB LLC/FRANCHISE:

on 28 day of September, 2013.

[Signature]  
Alex Robinson, President



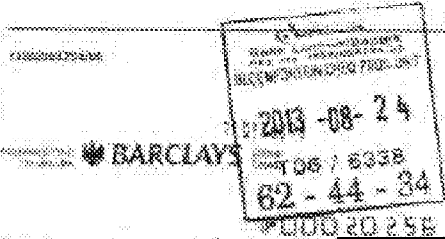


Not Transferable  
Nie Oordraagbaar nie

830-22

By: [Signature]  
Date: 2013-08-24

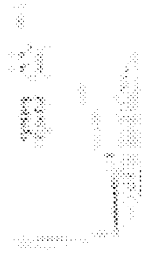
The sum of FIVE THOUSAND TWO HUNDRED AND SIXTY NINE ONLY.



[Signature]

H.C.J. Garmischuizen

For Shares in Episcopa Charitable Inc.



2 of 2  
2006-10-12  
2006-10-12  
2006-10-12

